

A BILL

FOR AN ACT TO AMEND CHAPTER FOUR (4), TITLE NINE (9) OF THE CODE AND PROVIDING FOR A UNIFORM POLICY AND CONTRACT OF FIRE INSURANCE TO BE KNOWN AS THE IOWA STANDARD POLICY.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. That chapter four (4), title nine (9) of the code be amended by adding thereto the following:

Section 1. The auditor of state shall prepare and file in his office on or before the first day of August, nineteen hundred and two, a printed form in blank of a contract or policy of fire insurance, together with such provisions, agreements or conditions as may be indorsed thereon, or added thereto, and which shall conform to the laws of Iowa, and form a part of such contract or policy of fire insurance, and such forms when so filed shall be known and designated as the Iowa Standard Policy. The auditor of state shall, as near as the same can be made applicable, conform to the type and form of the New York Standard Fire Insurance Policy, so called and known; provided, however, that five days' notice of cancellation by the company shall be given, and provided that proof of loss shall be made within sixty days after a fire.

Sec. 2. The auditor of state may call upon the attorney-general for such assistance as to him may seem necessary in the preparation of the aforesaid standard insurance policy, and it is hereby made the duty of said attorney-general to perform such service.

Sec. 3. Immediately after filing said form of policy, the auditor of state shall have three hundred (300) copies of the same printed, together with three hundred (300) copies of this act, and mail to each company doing a fire insurance business in this state copies of the same.

Sec. 4. On and after the first day of October, Anno Domini nineteen hundred and two, no fire insurance company, corporation, or association, their officers or agents, shall make, issue, use, or deliver for use, any fire insurance policy or renewal of any fire policy on property in this state other than such as shall conform in all particulars as to blanks, size of type,

5 context, provisions, agreements and conditions, with the printed form of contract or policy so
6 filed in the office of the auditor of state as provided for in the first section of this act, and no
7 other or different provision, agreement, condition, or clause shall in any manner be made a
8 part of such contract or policy, or be indorsed thereon or delivered therewith except as follows,
9 to-wit:

10 1. The name of the company, its location and place of business, the date of its incorpora-
11 tion or organization, and the state or country under which the same is organized, the amount
12 of paid-up capital stock, the names of its officers, the number and date of the policy; and if it
13 be issued through a manager or agent of the company, the words, "this policy shall not be
14 valid until countersigned by the duly authorized manager or agent of the company at.....
15 " may be printed on policies issued on property in this state.

16 2. Printed or written forms of description and specification or schedules of the property
17 covered by any particular policy, and any other matter necessary to clearly express all the
18 facts and conditions of insurance of any particular risk (which facts or conditions shall in no
19 case be inconsistent with or a waiver of any of the provisions or conditions of the Standard
20 Policy herein provided for) may be written upon or attached or appended to any policy issued
21 on property in this state.

22 There may be endorsed on the outside of any policy herein provided for the name with
23 the words "agent or agents" and place of business of any insurance agent or agents, either
24 by printing, writing, stamping or otherwise.

25 4. Where two or more companies (each having previously complied with the laws of this
26 state) unite to issue a joint policy, there may be expressed in the heading of such policy the
27 fact of the severalty of the contract; also the proportion of premiums to be paid each company
28 and proportion of liability which each company agrees to assume; and in the printed conditions
29 of such policy the necessary change may be made from the singular to the plural number when
30 reference is had to the companies issuing such policies.

31 5. A company or corporation or association, organized or incorporated under and in pursu-
32 ance of the laws of this state or elsewhere, if entitled to do business in this state, may with the
33 approval of the auditor of state, if the same is not already included in the standard form to be
34 filed in the office of said auditor of state, as provided for in the first section of this act, print on
35 its policies any provision which it is required by law to insert therein, if such provision is not
36 in conflict with the laws of this state, or the United States or of the provisions of the standard
37 form provided for herein, but said provision or provisions shall be printed apart from the other

38 provisions, agreements or conditions of the policy and in type not smaller than the body of
39 the policy and under a separate title as follows: "Provisions required by law to be stated in
40 this policy," and be a part of said policy.

Sec. 5. Any insurance company, its officers or agents, or either of them violating any
2 provisions of this act by making, issuing, delivering or offering to deliver any policy of fire
3 insurance on property in this state, except as hereinbefore provided, shall be guilty of a misde-
4 meanor, and upon complaint made by the auditor of state or by any citizen of this state, shall,
5 upon conviction thereof, be punished by a fine of not less than fifty (\$50) dollars nor more than
6 one hundred (\$100) dollars for the first offense, and of not less than one hundred fifty
7 (\$150) dollars, nor more than three hundred (\$300) dollars for each subsequent offense; but any
8 policy so made, issued and delivered, shall be binding upon the company issuing the same, and
9 such company shall thereafter be disqualified from doing any insurance business in this state.

A BILL

FOR AN ACT PROVIDING FOR A UNIFORM POLICY TO BE USED BY ALL FIRE INSURANCE COMPANIES DOING BUSINESS IN THE STATE OF IOWA.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. It shall be unlawful for any fire insurance company to issue any policy of insurance upon any property in this state other or different from the standard form of fire insurance policy herein set forth, except

1. It may print in its policy its name, location, date of incorporation, amount of its paid up capital stock, names of its officers and agents, the number and date of the policy, the amount under a dollar mark for which it is issued, and if issued through an agent the words "This policy shall not be valid until countersigned by the duly authorized agent of this company at"

2. It may print or use in its policy printed forms or slips of the description and specifications of the property insured, including permits for the use of electricity, gasoline, or storage of other extra hazardous products or materials; also for repairs, improvements, for the operation or ceasing to operate, and for the vacancy of the insured premises; also a mortgagee's or loss payable clause as follows: "Loss, if any, under this policy to be payable to as interest may appear at date of loss, subject to the conditions of this policy."

3. It may also by written or printed clause provide that a policy shall cover any loss or damage caused by lightning, tornadoes, cyclones or wind storms not exceeding the sum insured or the interest of the insured in the property; providing, if there shall be other valid insurance on such property, whereby the same is insured against loss by lightning, tornadoes, cyclones or wind storms, this company shall be liable only *pro rata* with such other valid and collectible insurance for any such loss by lightning, tornadoes, cyclones, or wind storms.

4. Any company formed or incorporated in this state, or authorized to do business herein, may, with the approval of the auditor or insurance commissioner, print in its policy any pro-

visions which it is required by law to insert therein, if such provisions are not in conflict with the laws of this state or of the United States; but such provisions shall be printed apart from the other conditions and agreements of the policy and under a separate title, as follows: "Provisions required by law to be stated in this policy."

5. It may print upon its policy issued in compliance with the preceding provisions of this section, the words; "Iowa Standard Policy."

Sec. 2. The standard form of policy shall be plainly printed, and no part thereof shall be in type smaller than long primer; the conditions thereof shall be printed in double column form, and such policy shall be in its terms and conditions as follows:

In consideration of the stipulations herein named and of.....dollars premium, does insure.....for the term of.....from the.....day of 190..at noon, to the.....day of.....190..at noon, against all direct loss or damage by fire, except as hereinafter provided, to an amount not exceeding.....dollars, to the following described property, while located and contained as described herein, and not elsewhere, to-wit:.....

The company shall not be liable beyond the actual cash value of the property nor the interest of the insured at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, with proper deduction for depreciation however caused, and shall in no event exceed what it would then cost the insured to repair or replace the same with material of like kind and quality; said ascertainment or estimate may be made by the insured and this company, or, if they differ, then by appraisers, as hereinafter provided; and, the amount of loss or damage having thus been determined, the sum for which this company is liable pursuant to this policy shall be payable sixty days after due notice, ascertainment, estimate, and proof of the loss have been received by this company in accordance with the laws of Iowa. It shall be optional, however, with this company to take all, or any part, of the articles at an agreed or appraised value, and also to repair, rebuild, or replace the property lost or damaged with other of like kind and quality within a reasonable time on giving notice of its intention so to do, within thirty days after the receipt of the proof herein required, except in case of total loss of the building insured or when the amount of the loss upon the request of the insurance company has been submitted to arbitration; but there can be no abandonment to this company of the property described.

28 This policy shall be void if the insured has concealed or misrepresented any material fact
29 or circumstance concerning this insurance or the subject thereof; or if the interest of the
30 insured in the property be not truly stated herein; or in case of any fraud or false swearing by
31 the insured touching any matter relating to this insurance or the subject thereof, whether
32 before or after a loss.

33 If the insured now has, or shall hereafter make or procure, any other contract of insur-
34 ance, valid, or invalid, on the property covered in whole or in part by this policy; or if the
35 subject of insurance be a manufacturing establishment and be operated in whole or in part at
36 night later than ten o'clock, or if it cease to be operated for more than ten consecutive days;
37 or if mechanics be employed in building, altering or repairing the within described premises
38 for more than fifteen days at any one time; or if the interest of the insured be other than
39 unconditional and sole ownership; or if the subject of insurance be a building on ground not
40 owned by the insured in fee simple; or if the property insured be or become incumbered by
41 mortgage, lien or otherwise, created by voluntary act of the insured, or within his control; or
42 if, with the knowledge of the insured, foreclosure proceedings be commenced or notice given
43 of sale of any property covered by this policy, by virtue of any mortgage or trust deed thereon;
44 or if any change, other than by death of the insured, whether by legal process, judgment, vol-
45 untary act of the insured, or otherwise, take place in the interest, title, possession or use of the
46 property insured, or if the same be removed, to a place other than where insured, if such change
47 in the interest, title, possession, use or removal makes the risk more hazardous; or if this pol-
48 icy be assigned before loss; or if illuminating gas or vapor be generated in the described build-
49 ing or adjacent thereto for use therein; or if there be kept, used or allowed on the premises
50 above described benzine, benzole, dynamite, ether, fire works, gasoline, Greek fire, gun pow-
51 der exceeding twenty-five pounds in quantity, naptha, nitro-glycerine, phosphorus, petroleum,
52 or any of its products of greater inflammability than kerosene oil of the United States standard,
53 which last named article may be used for lights and kept for sale according to law in quanti-
54 ties not exceeding five barrels; or if the hazard be increased by any means within the con-
55 trol of the insured, or if the building herein described, whether intended for occupancy by
56 owner or tenant, be or become vacant and unoccupied and so remain for ten days; unless it
57 shall be shown that a failure on the part of the insured to comply with any of the above named
58 conditions did not contribute to a loss under this policy, or unless otherwise provided by an
59 agreement indorsed hereon and added hereto; or if this policy be forfeited or suspended for
60 non-payment of any premium, assessment or installment provided for in this policy, and a loss

61 occurs hereunder during such forfeiture or suspension, this policy shall be void.

62 This company shall not be liable for loss caused directly or indirectly by invasion, insur-
63 rection, riot, civil war or military or usurped power, or by theft; or by neglect of the insured
64 to use all reasonable means to save and preserve the property at and after a fire or when the
65 property is endangered by fire in neighboring premises; or (unless fire ensues, and, in that
66 event, for the damage by fire only) by explosion of any kind, or lightning; but liability for
67 direct damage by lightning may be assumed by specific agreement hereon.

68 If a building or any part thereof fall, except as the result of a fire, all insurance by this
69 policy on such building or its contents shall immediately cease.

70 This company shall not be liable for loss to accounts, bills, currency, deeds, evidences of
71 debt, money, notes or securities; nor, unless liability is specially assumed hereon, for loss to
72 awnings, bullion, casts, curiosities, drawings, dies, implements, jewels, manuscripts, medals, mod-
73 els, patterns, pictures, scientific apparatus, signs, store or office furniture or fixtures, sculpture,
74 tools, or property held on storage or for repairs, nor, beyond the actual value destroyed by
75 fire, for loss occasioned by ordinance or law regulation construction or repair of buildings, or
76 by interruption of business, manufacturing processes, or otherwise;

77 Any application, survey, plan, or description of property by the insured and referred to in
78 this policy shall when a copy is attached hereto, be a part of this contract, and a warranty by
79 the insured.

80 This policy may by a renewal be continued under the original stipulations, in considera-
81 tion of premium for the renewed term, provided that any increase of hazard must be made
82 known to this company at the time of renewal or this policy shall be void.

83 This policy shall be canceled at any time at the request of the insured; or by the company
84 by giving five days' notice of such cancellation. If this policy shall be canceled as hereinbe-
85 fore provided or become void or cease, the premium having been actually paid, the unearned
86 portion shall be returned on surrender of this policy or last renewal, this company retaining
87 the customary short rate; except that when this policy is canceled by this company by giving
88 notice it shall retain only the *pro rata* premium.

89 If, with the consent of this company, an interest under this policy shall exist in favor of a
90 mortgagee or of any person or corporation having an interest in the subject of insurance
91 other than the interest of the insured as described herein, the conditions hereinbefore
92 contained shall apply in the manner expressed in such provisions and conditions of insurance
93 to the interest of such mortgagee, person or corporation, which interest shall be written upon,

94 attached or appended hereto.

95 If property covered by this policy is so endangered by fire as to require removal to a
96 place of safety, and is so removed, that part of this policy in excess of its proportion of any
97 loss and of the value of property remaining in the original location, shall, for the ensuing five
98 days only, cover the property so removed in the new location; if removed to more than one
99 location, such excess of this policy shall cover therein for such five days in the proportion
100 that the value in any one such new location bears to the value in all such new locations; but
101 this company shall not, in any case of removal, whether to one or more locations, be liable
102 beyond the proportion that the amount hereby insured shall bear to the total insurance on
103 the whole property at the time of fire, whether the same cover in new location or not.

104 If fire occur the insured shall give immediate notice of any loss thereby in writing to
105 this company, protect the property from further damage, forthwith separate the damaged
106 and undamaged personal property, put it in the best possible order, make a complete inven-
107 tory of the same, stating the quantity and cost of each article and the amount claimed
108 thereon; and, within sixty days thereafter the fire, unless such time is extended in writing
109 by this company, shall render a statement to this company, signed and sworn to by said
110 insured, stating the knowledge and belief of the insured as to the time and origin of the fire;
111 the interest of the insured and of all others in the property; the cash value thereof and the
112 amount of loss thereon; all incumbrances thereon; all other insurance, whether valid or not,
113 covering any of said property; and a copy of all the descriptions and schedules in all policies;
114 any changes in the title, use, occupation, location, possession, or exposure of said property
115 since the issuing of this policy; by whom and for what purpose any building herein described
116 and the several parts thereof were occupied at the time of fire; and shall furnish so far as
117 possible, if required, verified plans and specifications of any building, fixtures, or machinery
118 destroyed or damaged.

119 The insured, as often as required, shall exhibit to any person designated by this company
120 all that remains of any property herein described, and submit to examination under oath by
121 any person named by this company, and subscribe the same; and, as often as required, shall
122 produce for examination all books of account, bills, invoices, and other vouchers, or certified
123 copies thereof if originals be lost, at such reasonable place as may be designated by this com-
124 pany or its representative, and shall permit extracts and copies thereof to be made.

125 In the event of disagreement, as to the amount of loss, the same may by agreement
126 between this company and the insured be ascertained by two competent and disinterested

127 appraisers, the insured and this company each selecting one, and the two so chosen shall first
128 select a competent and disinterested umpire; the appraisers together shall then estimate and
129 appraise the loss, stating separately sound value and damage, and, failing to agree, shall sub-
130 mit their differences to the umpire; and the award in writing of any two shall determine the
131 amount of such loss; the parties thereto shall pay the appraiser respectively selected by them
132 and shall bear equally the expenses of the appraisal and umpire.

133 This company shall not be held to have waived any of the provisions or conditions of this
134 policy or any forfeiture thereof by examination herein provided for; and the losses shall not
135 become payable until sixty days after the notice, ascertainment, estimate, and proof of the
136 loss herein required have been received by this company, including an award by appraisers
137 when appraisal has been made.

138 This company shall not be liable under this policy for a greater proportion of any loss on
139 the described property, or for loss by and expense of removal from premises endangered by
140 fire, than the amount hereby insured shall bear to the whole amount of valid and collectible
141 insurance covering such property.

142 If this company shall claim that the fire was caused by the act or neglect of any person
143 or corporation, private or municipal, this company shall, on payment of the loss, be subroga-
144 ted to the extent of such payment to all right of recovery by the insured for the loss resulting
145 therefrom, and such right shall be assigned to this company by the insured on receiving such
146 payment.

147 No suit or action on this policy, for the recovery of any claim thereon, shall be sustain-
148 able in any court of law or equity until after compliance by the insured with the foregoing
149 requirements unless commenced within twelve months next after the right of action for
150 the loss accrues.

151 Wherever in this policy the word "insured" occurs, it shall be held to include the legal
152 representative of the insured, and wherever the word "loss" occurs, it shall be deemed the
153 equivalent of "loss or damage."

154 If this policy be made by a mutual or other company having special regulations lawfully
155 applicable to its organization, membership, policies or contracts of insurance, such regula-
156 tions shall apply to and form a part of this policy as the same may be written or printed
157 upon, attached, or appended hereto.

158 This policy is made and accepted subject to the foregoing stipulations and conditions,
159 together with such other provisions, agreements, or conditions authorized by law as may be

160 indorsed hereon or added hereto, and no officer, agent, or other representative of this com-
161 pany shall have power to waive any provision or condition of this policy, except such as by
162 the terms of this policy may be the subject of agreement indorsed hereon or added hereto,
163 nor shall any privilege or permission affecting the insurance under this policy exist or be
164 claimed by the insured unless so written or attached.

165 In witness whereof, this company has executed and attested these presents, but this
166 policy shall not be valid until countersigned by the duly authorized agent of the company
167 at.....

168Secretary.President.

169 Countersigned at.....this.....day of.....190..

170Agent.

Sec. 3. Any insurance company, its officers or agents, or either of them, violating any of
2 the provisions of this act by making, issuing, delivering or offering to deliver any policy of fire
3 insurance on property in this state, except as herein provided, shall be guilty of a misde-
4 meanor, and upon complaint made by the auditor or insurance commissioner, or by any
5 citizen of this state, shall, upon conviction thereof, be punished by a fine of not less than
6 fifty dollars, nor more than one hundred dollars for the first offense, and of not less than one
7 hundred dollars nor more than two hundred dollars for each subsequent offense, but any
8 policy so made, issued and delivered shall, nevertheless, be binding upon the company issuing
9 the same, and such company shall, until the payment of such fine, be disqualified from doing
10 any insurance business in this state.

Sec. 4. Nothing contained in this act, nor any provision or condition in the standard
2 form of policy provided for herein, shall prevent any insurance company issuing such policy,
3 from waiving any of the provisions or conditions contained therein, if the waiver of such pro-
4 vision or condition shall be in the interest of the insured.

Sec. 5. All acts and parts of acts in conflict herewith are hereby repealed.